

LANCASTER COUNTY

COUNTY - CITY BUILDING Telephone: (402)441-7410
LINCOLN, NEBRASKA 68508 FAX : (402) 441-6513
BOARD OF COMMISSIONERS

IT IS THE VENDOR'S RESPONSIBILITY TO CHECK
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS

NOTICE TO BIDDERS SPECIFICATION NO 06-054

The Lancaster County, Nebraska intends to purchase and invites you to submit a sealed bid for:

ANNUAL REQUIREMENTS FOR SMALL LOAD MOTOR FUELS FOR THE COUNTY ENGINEER

Sealed bids will be received by Lancaster County, Nebraska on or before **12:00 noon Wednesday, February 15, 2006** in the office of the Purchasing Agent, Suite 200, K Street Complex, SW Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex. **Bids specifications may be downloaded from the City/County website at www.lincoln.ne.gov (Keyword: bid), (select 2006) (select number listed above). Prospective bidders must monitor the website, for any addendums.**

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. **Fax or e-mail bids are not acceptable. Bid response must be in a sealed envelope, with the company name Specification number noted on the outside.**

COMMISSIONERS

DEB SCHORR * LARRY HUDKINS * RAY STEVENS * BERNIE HEIER * BOB WORKMAN
KERRY EAGAN, Chief Administrative Officer

INSTRUCTIONS TO BIDDERS

LANCASTER COUNTY, NEBRASKA
PURCHASING DIVISION

1. BIDDING PROCEDURE

1. Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated of the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the County.
 - 2.4.2 For all other contracts: upon approval by the County of the executed contract and bonds.
- 2.5 County shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the County as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
 - 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
 - 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the County, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. EQUAL OPPORTUNITY

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the County's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the County's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

4. DATA PRIVACY

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the County harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

5. BIDDER'S REPRESENTATION

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the County; and bidders shall not rely upon such interpretations or changes.

8. ADDENDA

- 8.1 Addenda are written instruments issued by the County prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the County to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

9. ANTI-LOBBYING PROVISION

- 9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the County Board or County Staff except in the course of County-sponsored inquiries, briefings, interviews, or presentations, unless requested by the County.

10. BRAND NAMES

- 10.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 10.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the County that said item is equal to, or better than, the product specified.
- 10.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on

Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.

- 10.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the County's specifications.

11. DEMONSTRATIONS/SAMPLES

- 11.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the County.
- 11.2 Such demonstration can be at the County delivery location or a surrounding community.
- 11.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate County personnel to the nearest location to view and inspect proposed item(s).
- 11.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder **MUST** supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the County of acceptable goods. Bidders must indicate how samples are to be returned.

12. DELIVERY

- 12.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 12.2 The County reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 12.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the County at the location specified by the County, with all transportation charges paid.

13. WARRANTIES, GUARANTEES AND MAINTENANCE

- 13.1 Copies of the following documents must accompany the bid proposal for all items being bid:
- 13.1.1 Manufacturer's warranties and/or guarantees.
- 13.1.2 Bidder's maintenance policies and associated costs.
- 13.2 As a minimum requirement of the County, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the County. Replacement parts of defective components shall be shipped at no cost to the County. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 13.3 Bidder Warrants and represents to the County that all software/firmware/ hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
- 13.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
- 13.3.2 That all date sorting by the software /firmware/hardware/ equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the County of the failure of any software/ firmware/ hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the County, replace or correct the non-complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/systems that does comply with this Specification and Agreement.
- 13.3.3 No Disclaimers: The warranties and representations set forth in this section 13.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

14. ACCEPTANCE OF MATERIAL

- 14.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 14.2 Material delivered under this proposal shall remain the property of the bidder until:
- 14.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the County; and
- 14.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.

- 14.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the County reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 14.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the Lancaster County, Nebraska, as required by the specification documents or purchase orders.
- 14.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

15. BID EVALUATION AND AWARD

- 15.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the County of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 15.2 No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 15.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 15.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the County, and as the County deems will best serve their requirements.
- 15.5 The County reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the County.

16. INDEMNIFICATION

- 16.1 The bidder shall indemnify and hold harmless the County, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 16.2 In any and all claims against the County or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

17. TERMS OF PAYMENT

- 17.1 Unless other specification provisions state otherwise, payment in full will be made by the County within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

18. LAWS

- 18.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

**SPECIAL PROVISIONS
FOR
COMMODITY TERM CONTRACTS
LANCASTER COUNTY, NEBRASKA
PURCHASING DIVISION**

1. ESTIMATED QUANTITIES

- 1.1 The quantities set forth in the specification document are approximate and represent the estimated requirements of the County for the contract period.
- 1.2 Items listed may or may not be inclusive of County requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used only as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the County shall be neither obligated nor limited to any specified amount. The County will, if possible, restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

2. CONTRACT PERIOD

- 2.1 The contract term is for one (1) year, with option to renew for additional one (1) year terms, not to exceed two (2) renewals. Total contract term not to exceed three (3) years as 36 consecutive months.
- 2.2 Bidder must indicate on the Proposal Form, in the space provided, if renewals are an option.
- 2.3 By mutual consent of both parties it is understood and agreed that the contract may be renewed only at the same prices and/or under the same conditions governing the original contract; and any request for an increase in price or a change in the contract conditions shall be interpreted as a request not to renew the contract at the end of the current contract term.

3. BID PRICES

- 3.1 Bidders must state on the proposal form if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable to the County:
 1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
 2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
 3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
 4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
 5. Approved price changes are not applicable to orders already issued and in process at time of price change.

6. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the County.
7. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.
8. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document.

4. CONTRACT ADMINISTRATION

- 4.1 The Purchasing Division will issue a Contract Award Notification to all successful bidders. Such contract award notification will incorporate the County's specifications, and may incorporate the bidder's specifications.
- 4.2 No action need be taken by the contractors at time of receipt of such Contract Award Notification.
- 4.3 Orders for materials will be made as needed by the various County Departments.
- 4.4 Contractor may be asked to assist the Purchasing Agent with the development of a list of repetitively purchased commodities, to periodically update such list, and to assist in the development of a list of suitable substitutions.
- 4.5 Contractor shall provide technical advice upon request, and assist in the evaluation of new products.
- 4.6 Contractor shall monitor orders to ensure the highest possible fill rate and minimize back-orders.

5. QUARTERLY REPORT

- 5.1 The contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
 1. Each ordering department.
 2. Items and quantities purchased by department.
 3. Total dollar amount of purchases by department.

6. TERMINATION OF CONTRACT

- 6.1 This contract may be terminated by either party upon thirty (30) days prior notice in writing to the other party. The Owner may terminate this contract immediately, under breach of contract, if the Contractor fails to perform in accordance with the terms and conditions.
- 6.2 In the event of any termination of contract by the Contractor, the Owner may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Contractor will be liable for all costs in excess of the established contract pricing.

SPECIFICATIONS FOR MOTOR FUELS

1. SPECIAL PROVISIONS FOR COMMODITY TERM CONTRACTS

- 1.1 Estimated Quantities
 - 1.1.1 Quantities shown on the proposal form are approximate, based on prior annual usage, and represent the estimated requirements for the contract period.
 - 1.1.2 Items listed may or may not be inclusive of all requirements for the categories of motor fuels.
 - 1.1.3 Items not listed, but distributed by the bidder are to be referred to as kindred items, and shall receive the same pricing structure as items listed in the specification documents.
 - 1.1.4 Unit prices and extended prices shall be used only as a basis for the evaluation of bids.
 - 1.1.4.1 The actual quantity of material necessary may be more or less than the estimates listed on the proposal form.
 - 1.1.4.2 County shall be neither obligated nor limited to any specified amount.
 - 1.1.4.3 County will, if possible, restrict increases/decreases to 20% of the estimated quantities listed on the proposal form.
- 1.2 Contract Period
 - 1.2.1 Motor fuels shall be delivered as ordered during the contract period, beginning March 1, 2006 through February 28, 2009.
 - 1.2.2 The County is interested in an option to renew for an additional three (3) year period, beginning March 1, 2009 through February 28, 2012
 - 1.2.2.1 Bidder must indicate on the proposal form if renewal is an option.
 - 1.2.2.2 By mutual consent of both parties it is understood and agreed that the contract may be renewed only under the same conditions governing the original contract; and any request for a change in the contract conditions shall be interpreted as a request not to renew the contract at the end of the current contract term.
- 1.3 Contract Award and Notification
 - 1.3.1 The Purchasing Division will issue a Contract Award Notification to all successful bidders.
 - 1.3.1.1 Such contract award notification will incorporate the County's specifications, and may incorporate the bidder's specifications.
 - 1.3.2 No action need be taken by the contractors at time of receipt of such Contract Award Notification.
 - 1.3.3 Orders for motor fuels will be made as needed by the various County Engineer.
- 1.4 Quarterly Report
 - 1.4.1 The contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
 - 1.4.2 Such quarterly report shall itemize the following information:
 - 1.4.2.1 Each ordering department
 - 1.4.2.2 Items and quantities purchased by department
 - 1.4.2.3 Total dollar amount of purchases by department

2. DELIVERY REQUIREMENTS

- 2.1 Stick Readings:
 - 2.1.1 Stick readings for each tank shall be made before and after each filling and shall be recorded on a signed sales slip by the delivery person.
 - 2.1.2 One (1) copy of the delivery ticket shall accompany each invoice.
 - 2.1.2.1 **This requirement shall be strictly adhered to.**
 - 2.1.3 Delivery tickets shall be **CLEARLY** marked with tank number and quantity for each filling.
- 2.2 Inspection:
 - 2.2.1 Upon request from any agency, the vendor shall conduct tests and inspections of delivered fuels to insure compliance with the Materials Specifications.
 - 2.2.2 Test results shall be submitted in writing to the Purchasing Agent.

2.3 **County Truck Pick Up:**

- 2.3.1 Lancaster County owns and maintains a 2,000 gallon fuel transport truck.
- 2.3.1 Fuel pick up with County Truck shall consist of loads from 500 up-to 2,000 gallons
- 2.3.3 Loads may consist of any one (1) type of fuel, or any combination of fuels, as ordered by the County.
- 2.3.4 Fuel pick up station shall be within the City of Lincoln, city limits.

COUNTY ENGINEER MAINTENANCE STATIONS TANK CAPACITIES & ANNUAL ESTIMATED FUEL USAGE -IN GALLONS				
LOCATION	DIESEL STORAGE TANK CAPACITY	DIESEL EST. ANNUAL USAGE	UNLEADED/E10 STORAGE TANK CAPACITY	UNLEADED/E10 EST. ANNUAL USAGE
Waverly	3,000	35,000	3,000	4,000
Walton	2,000	13,000		
Roca	3,000	21,000	3,000	6,000
Bennet	2,000	8,500		
40 th & Saltillo Rd.	2,000	4,300		
Hickman	1,000	5,000		
Panama	2,000	6,300		
Firth	2,000	5,500		
Sprague	3,000	20,000	3,000	14,000
Hallam	2,000	5,500		
Kramer	2,000	7,500		
Denton	2,000	12,000		
Raymond	2,000	23,000		
Emerald	2,000	8,500		
Davey	2,000	16,500		
Malcom	2,000	7,000		

3. **INVOICING, TAXES AND PRICE CHANGES**

3.1 Invoicing:

- 3.1.1 **All invoices shall indicate motor fuel prices in effect at time of order**, and shall be rendered on the basis of gross gallons delivered with meter readings indicated on a sales slip.
- 3.1.2 Invoices shall indicate your terms of payment.
- 3.1.4 Note: Lancaster County's normal terms of payment are thirty (30) days after receipt of materials.
- 3.1.5 Indicate on your proposal form if you have a discount structure for early payment.
- 3.1.6 In no event will an early payment discount be considered which calls for payment in less than fifteen (15) days from date of invoice.

3.2 Taxes:

- 3.2.1 Lancaster County are exempt from federal excise taxes on fuels purchased for their use.
- 3.2.2 Lancaster County shall pay all Nebraska Motor Fuel taxes due; and shall be responsible for filing all appropriate State of Nebraska Department of Revenue Motor Fuels Tax forms for diesel fuel taxes due or owing.

3.3 Price Changes:

- 3.3.1 Contractor shall issue written price change notifications to the following individuals:

NOTE: IT IS PREFERRED THAT PRICE CHANGE NOTIFICATIONS BE ISSUED VIA INTERNET ELECTRONIC MAIL (E-MAIL). INDIVIDUALS E-MAIL ADDRESSES ARE INDICATED BELOW:

Shop Supervisor
Lancaster County Engineer
Building B, 444 Cherrycreek Rd.
Lincoln, Nebraska 68528
bfleisher@co.lancaster.ne.us

Assistant Purchasing Agent
City/County Purchasing Division
440 So. 8th St., Suite 200
Lincoln, Nebraska 68508
ksmith@ci.lincoln.ne.us

- 3.3.2 Price change notifications shall be issued for changes in the vendors terminal price and for changes in truck transport freight charges and Nebraska motor fuel taxes.
- 3.3.3 Motor fuel price changes during the term of the agreement shall be based on the vendor's terminal price from a major supplier F.O.B. the Lincoln Terminal.
 - 3.3.3.1 Contractor shall maintain on file major supplier's refinery price letter indicating price revisions F.O.B. Lincoln Terminal.

4. BIDDING PROCEDURE AND AWARD OF BID

4.1 Bidding Procedure:

- 4.1.1 Motor fuel prices indicated on the proposal form shall be based on bidder's terminal price effective 12:01 a.m., Friday, February 10, 2006, F.O.B. the Lincoln terminal.
- 4.1.2 Bid prices shall indicate the gross delivered price per gallon for truck transport deliveries, including all truck transport costs, Nebraska motor fuel tax, Nebraska environmental fees and federal LUST fees, but excluding Federal excise taxes.

PROPOSAL
SPECIFICATION NO. 06-054
BID OPENING TIME: 12:00 NOON
DATE: February 15, 2006

ADDENDA RECEIPT: The receipt of addenda to the specifications numbers ____ through ____ are hereby acknowledged. Failure of any bidder to receive any addendum or interpretation of the specifications shall not relieve the bidder from obligations specified in the bid request. all addenda shall become part of the final contract document.

**THE ANNUAL REQUIREMENTS
FOR SMALL LOAD COUNTY MOTOR FUELS**

BIDDING SCHEDULE

**NOTE: GROSS DELIVERED PRICE PER GALLON SHALL BE BASED ON TERMINAL PRICE IN
EFFECT 12:01 A.M., FRIDAY, FEBRUARY 10 , 2006, F.O.B. THE LINCOLN TERMINAL.**

ITEM	DESCRIPTION	ESTIMATED ANN. QTY	U/M	UNIT PRICE	TOTAL PRICE
1.	Gasoline, automotive, unleaded regular, County pick up (500 to 2,000 gallons)	24,000	GAL		
2.	ALTERNATE: Gasohol, 10% ethanol blend (E10), County pick up (500 to 2,000 gallons)	same as above may be used if cost is less	GAL		
3.	Diesel fuel, no.1 low sulfur, County pick up	20,000	GAL		
4.	Diesel fuel, no. 2 low sulfur, County pick up	178,600	GAL		
5.	Anti-gel and octane improver Product Name: _____	AS NEEDED	GAL		
6.	Major supplier of motor fuels to be used for term of agreement:				

NO BID SECURITY IS REQUIRED

Special provisions for Commodity Term Contracts are included with the specification document. Bidders are urged to read the Special Provisions before completing the following sections of the Proposal.

Term of Agreement is for three (3) years, March 1, 2006 through February 28 2009 with option to renew for one additional three (3) year period.

Contract Extension Renewal is an option: Yes_____ No _____

INTER-LOCAL PURCHASING: The County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized inter-local purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicated on the Bid Form in the space provided below if he/she will honor Political

Subdivision orders in accordance with the contract terms and conditions, in addition to orders from Lancaster County.

_____ **YES** _____ **NO**

If **AYES®**, Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

COMPANY REPRESENTATIVE responsible for the administration of this Agreement:

NAME: _____

TITLE: _____

PHONE NO. _____

The undersigned bidder, having full knowledge of the requirements of the County of Lancaster for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the County the listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed.

The undersigned into a contract signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the County, and to enter if this proposal is accepted.

RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.

MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS: SEALED BID FOR SPEC. 06-054

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE ZIP CODE

(Title)

TELEPHONE

(Date)

EMAIL ADDRESS

Bids may be inspected in the Purchasing Office during normal business hours, **after** tabulation. If you desire a copy of the bid tabulation to be mailed to you enclose a self-addressed stamped envelope with your bid. Bid tabulations can also be viewed on our website: www.lincoln.ne.gov Keyword search: "bid", specification #.

FUEL PRODUCT SPECIFICATIONS

Fuel(s) identified on the bid shall comply with the following corresponding requirements, and shall have a high level of detergent additives as recommended for engines equipped with fuel injections systems.

1. REGULAR UNLEADED GASOLINE:, Shall:
 - 1.1 Comply with the requirements of ASTM D4814, latest revision.
 - 1.2 Comply with the requirements of SAE J312, latest revision.
2. E10 DENATURED FUEL BLENDED WITH GASOLINE:, Shall:
 - 2.1 Comply with the requirements of ASTM D4806, latest revision.
3. No. 2 DIESEL FUEL, LOW SULFUR:, Shall:
 - 3.1 Comply with the requirements of ASTM D975, latest revision.
 - 3.2 Comply with the requirements of ASTM D1552, latest revision.
 - 3.3 Comply with the requirements of ASTM D482, latest revision.
4. PRODUCT QUALITY
 - 4.1 Fuels supplied under this purchase order shall be free from contamination.
 - 4.1.1 Contamination is defined as any element, which enters pure refined gasoline or diesel fuel either naturally or by purposeful action, which is not a product of refined crude oil with the exception of winter additives, detergents, and identifying dyes.
 - 4.2 The county authorized representative(s) reserves the right to test fuel(s) quality before, during, and after unloading. Should test results show that the fuel(s) contains contamination, the fuel(s) will be rejected.
 - 4.2.1 The vendor shall be responsible for the removal of the fuel(s) from county property within three working days after requested to do so should test results show that the fuel(s) contains any contaminants.
 - 4.2.2 The vendor shall also be responsible for all cleanup required to all county property, storage facilities, and equipment as a result of noncompliance with specifications.
 - 4.2.3 The vendor shall be fully responsible for any and all costs incurred by county for any equipment sustaining damage, which is attributed to a contaminated fuel(s), which the vendor has delivered.
 - 4.3 Any aftermarket additive used shall be identified by brand and/or trade name.
 - 4.3.1 The manufacturer's additive specifications shall be provided to county, upon request.
 - 4.3.2 Failure to provide the manufacturer's additive specifications within seven working days of county's request will be grounds for purchase cancellation without further cause.
 - 4.3.3 An additive, if used, shall comply with Environmental Protection Agency (EPA) regulations, and shall be compatible with the refiner's product.
 - 4.3.4 Additives which increase emissions of sulfur and other substances proven to damage the environment which are disallowed by EPA regulations will not be accepted.

NOTE: For referenced ASTM standards, visit the ASTM website, www.astm.org, or contact ASTM Customer Service at service@astm.org.